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September 17, 2003

Mr. David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243

Re: Interim Service Arrangement between  
United Telephone-Southeast and Cingular

Dear Mr. Waddell:

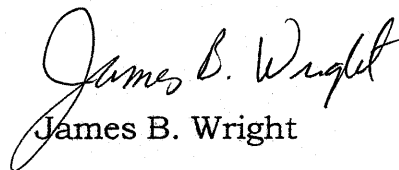
DOCKET NO.

03-00534

Enclosed are an original and thirteen copies of the Petition of United Telephone-Southeast, Inc. for approval of an Interim Service Arrangement between United Telephone-Southeast, Inc. and Cingular relating to commercial mobile radio service. United is not aware of any provisions in this agreement that are inconsistent with any previous Authority decisions in proceedings to which United was a party.

Also enclosed is a check in the amount of fifty dollars for the filing fee for both companies. Please contact me or Laura Sykora if you have any questions.

Sincerely,

  
James B. Wright

Enclosures

cc: Laura Sykora  
Kaye Odum  
Tim Phillips, CAPD (w/enclosure)

BEFORE THE  
TENNESSEE REGULATORY AUTHORITY

IN RE: Petition for Approval of an	)	
Interim Service Arrangement Negotiated	)	Docket No.
between United Telephone-Southeast, Inc.	)	<u>03-00534</u>
and Cingular Wireless, LLC , Inc.	)	

PETITION

United Telephone-Southeast, Inc. ("United") files this request for approval of an Interim Service Arrangement dated August 6, 2003 (the "Agreement") negotiated between Sprint Corporation affiliated incumbent local exchange carriers, including United, and Cingular Wireless LLC affiliated operating entities, including those operating in Tennessee ("Cingular"), pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act") and 47 CFR Section 51.715. In support of this request, United shows the following:

1. United and Cingular have successfully negotiated the Agreement which provides for the continued interconnection of the company's networks, thereby facilitating Cingular's provision of commercial mobile radio service ("CMRS") to residential and business end users. A copy of the Agreement is attached hereto and incorporated herein by reference.

2. Pursuant to Section 252(e) of the Telecommunications Act of 1996, United is submitting the Agreement to the Tennessee Regulatory Authority ("TRA") for its consideration and approval.

3. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Agreement between United and

Cingular within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion thereof is not consistent with the public interest, convenience and necessity.

4. United avers that the Agreement is consistent with the standards for approval. The approval of said Agreement provides for new competitors in the local exchange market, which will likely bring new services, lower prices and other benefits to the public.

5. Pursuant to Section 252(i) of the Act, once this Agreement is approved, United will make the terms and conditions of the Agreement available to any other requesting telecommunications carrier.

United respectfully requests that the Tennessee Regulatory Authority approve the Agreement negotiated between these parties.

Respectfully submitted,  
United Telephone-Southeast, Inc.

By: James B. Wright  
James B. Wright

This 17<sup>th</sup> day of September, 2003

**INTERIM SERVICE ARRANGEMENT  
BETWEEN  
CINGULAR WIRELESS, L.L.C.  
AND  
SPRINT**

This Interim Service Arrangement (referred to herein as the "Agreement"), dated August 6, 2003, is entered into by and between Cingular Wireless, LLC on behalf of those entities listed in Exhibit A and those entities listed in Exhibit B d/b/a Sprint ("Sprint") (collectively referred to herein as the "Parties").

**BACKGROUND**

Cingular and Sprint are involved in ongoing negotiations for an interconnection agreement in the following states: Indiana, Kansas, Missouri, Nevada, New Jersey, North Carolina, Ohio, South Carolina, Tennessee, Texas, Virginia, and Washington, (the "Applicable States").

On May 23, 2003, Cingular submitted a written request for negotiation under §§251 and 252 of the Telecommunications Act and the parties agree that the statutory period to request arbitration will commence October 5, 2003, and close October 30, 2003.

Cingular and Sprint want to provide for interim service arrangements pursuant to §51.715 in the Applicable States.

In consideration of the promises and agreements contained in this Agreement, the Parties agree as follows:

**I. TERM**

This Agreement will be effective on the date executed by both Parties and will continue in full force and effect until the earlier of: (1) a voluntary agreement has been negotiated, executed and approved by a state commission; (2) an agreement has been arbitrated, executed and approved by a state commission; or (3) the period for requesting arbitration has passed with no such request.

**2. AGREEMENT**

- 2.1 The interconnection agreement attached as Exhibit C will provide the terms and conditions for the interim arrangements covered by this Agreement.
- 2.2 Either Party may request renegotiation of any term or condition contained in Exhibit C and the non-requesting Party agrees to negotiate in good faith to amend this Agreement and to timely execute the resulting amendment. Nothing in this interim agreement is binding upon the Parties for purposes of the permanent agreement.
- 2.3 Once this agreement has been executed by both Parties, Sprint will provide services under the terms of Exhibit C, including but not limited to the provision of



interconnection trunks and cell site circuits, and the activation of Cingular numbers in Sprint switches.

### **3. RATES**

- 3.1 In consideration of Sprint's termination of Cingular-originated traffic, Cingular agrees to pay Sprint, during the term of this Agreement, the state-specific reciprocal compensation rates shown on the Price Sheets attached as Exhibit D. In consideration of Cingular's termination of Sprint-originated traffic, Sprint agrees to pay Cingular, during the term of this Agreement, the same state-specific reciprocal compensation rates shown on the Price Sheets attached as Exhibit D.
- 3.2 The Parties agree to continue good faith negotiation of the reciprocal compensation rates contained in Exhibit D during the term of this Agreement. Upon the effective date of an Interconnection Agreement between Cingular and Sprint in any of the above described states, reciprocal compensation payments made for that state during the term of this Agreement may be subject to true-up as follows:
  - 3.2.1 In the event the Parties agree that a different rate should apply, the amounts paid by Cingular and Sprint under this Agreement may be trued-up in accordance with such agreement.
  - 3.2.2 If the rates for service under this Interim Service Arrangement differ from the rates subsequently established by a state commission in an arbitration between Sprint and Cingular arising out of the interconnection negotiations discussed above, the amounts paid by Cingular and Sprint under this Interim Service Arrangement will be trued-up in accordance with such subsequent rates (including bill and keep, if so ordered by a state commission).
  - 3.2.3 In the event that the F.C.C. or a state commission enters an order generally affecting all reciprocal compensation rates charged by Sprint (as opposed to an order arising from a specific arbitration between Cingular and Sprint), the Parties agree that any true-up will be based on the governing law at the time the invoices were issued, and the terms and conditions in Exhibit C will otherwise apply

### **4. SUPERCESSION**

The Parties agree that this Interim Service Arrangement will supercede the Settlement Agreement between Sprint and Cingular (executed by Sprint on December 21, 2001 and by Cingular on December 17, 2001 and dated December 14, 2001 at the bottom of each page) on a prospective basis; however, nothing contained herein shall affect the obligations and rights accrued under the Settlement Agreement prior to execution of this Agreement (including

## **EXHIBIT A**

### **CINGULAR AFFILIATED OPERATING ENTITIES**

#### **Indiana**

**BellSouth Mobility LLC**  
**BellSouth Personal Communications, LLC**  
**Cingular Wireless LLC**  
**Southwestern Bell Mobile Systems, LLC**  
**Westel-Indianapolis LLC**

#### **Kansas**

**BellSouth Mobility LLC**  
**Cingular Wireless LLC**  
**Kansas City SMSA Cellular Supply Limited Partnership**  
**Kansas City SMSA Holdings, Inc.**  
**Kansas City SMSA Limited Partnership**  
**Southwestern Bell Wireless, LLC**  
**Topeka SMSA Limited Partnership**

#### **Missouri**

**Ameritech Mobile Communications, LLC**  
**Ameritech Wireless Communications, LLC**  
**BellSouth Mobility LLC**  
**Cingular Wireless LLC**  
**Eastern Missouri Cellular Limited Partnership**  
**Kansas City SMSA Holdings, Inc.**  
**Kansas City SMSA Limited Partnership**  
**Missouri RSA 11/12 Limited Partnership**  
**Missouri RSA 8 Limited Partnership**  
**Missouri RSA 9B1 Limited Partnership**  
**Northwest Missouri Cellular Limited Partnership**  
**Southwestern Bell Mobile Systems, LLC**  
**Southwestern Bell Wireless, LLC**  
**St. Joseph SMSA Limited Partnership**

#### **Nevada**

**Cingular Wireless LLC**  
**Pacific Bell Wireless, LLC**  
**Pacific Telesis Mobile Services, LLC**  
**Southwestern Bell Mobile Systems, LLC**

#### **New Jersey**

Corpus Christi SMSA Limited Partnership  
Dallas SMSA Holdings, LLC  
Dallas SMSA Limited Partnership  
Galveston Cellular Telephone Company  
Houston Cellular Holding Company (TEX), LLC  
Houston Cellular Telephone Company, L.P.  
Lubbock SMSA Holdings, LLC  
McAllen-Edinburg-Mission SMSA Holdings, LLC  
McAllen-Edinburg-Mission SMSA Limited Partnership  
Midland-Odessa SMSA Limited Partnership  
San Antonio SMSA Limited Partnership  
South #5 RSA Limited Partnership  
Southwestern Bell Mobile Systems, LLC  
Southwestern Bell Wireless, LLC  
Texas RSA #16 Holdings, LLC  
Texas RSA 1 Limited Partnership  
Texas RSA 10B3 Limited Partnership  
Texas RSA 15B2 Limited Partnership  
Texas RSA 18 Limited Partnership  
Texas RSA 19 Limited Partnership  
Texas RSA 2 Limited Partnership  
Texas RSA 20B1 Limited Partnership  
Texas RSA 3 Limited Partnership  
Texas RSA 6 Limited Partnership  
Texas RSA 8 East Limited Partnership  
Texas RSA 8 South Limited Partnership  
Texas RSA 8 West Limited Partnership  
Texas RSA 9B1 Limited Partnership  
Texas RSA 9B4 Limited Partnership

Virginia

BellSouth Mobility LLC  
BellSouth Personal Communications, LLC  
Cingular Wireless LLC  
RAM Communications Group, LLC  
Southwestern Bell Mobile Systems, Inc.  
Southwestern Bell Mobile Systems, LLC

Washington

BellSouth Mobility LLC  
Cingular Wireless LLC  
Southwestern Bell Mobile Systems, LLC

## **EXHIBIT B**

### **SPRINT AFFILIATED LOCAL TELEPHONE OPERATING COMPANIES**

Central Telephone Company of Virginia  
Carolina Telephone and Telegraph Company  
United Telephone Company of the Carolinas  
United Telephone Company of New Jersey, Inc.  
United Telephone Company of Ohio  
United Telephone Company of Indiana, Inc. d/b/a Sprint  
United Telephone Company of Texas, Inc.  
Central Telephone Company of Texas  
Central Telephone Company – North Carolina Division  
Sprint Missouri, Inc.  
United Telephone Company of Kansas (\*)  
United Telephone – Southeast, Inc.  
Nevada Division of Central Telephone Company d/b/a Sprint of Nevada  
United Telephone Company of the Northwest (Washington)

(\*) United Telephone of Kansas also includes the service areas of United Telephone Company of Southcentral Kansas, United Telephone Company of Eastern Kansas, and United Telephone Company of Southeast Kansas.

**EXHIBIT C**



**Commercial Mobile Radio Services (CMRS)  
INTERIM SERVICE ARRANGEMENT**

**AUGUST 6, 2003**

**Cingular Wireless, LLC**

**and**

**Sprint**

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## INTERIM SERVICE ARRANGEMENT

This Interim Service Arrangement (the "Agreement"), is entered into by and between Cingular Wireless, LLC on behalf of those entities listed in Exhibit A ("Carrier), and those entities listed in Exhibit B d/b/a Sprint ("Sprint"), hereinafter collectively, "the Parties,"

**WHEREAS**, the Parties wish to interconnect their networks for the transmission and termination of Local Traffic (as defined herein) between Sprint and Carrier; and

**WHEREAS**, the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934 and the Telecommunications Act of 1996, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the , applicable state commission and

**WHEREAS**, the parties wish to replace any and all other prior interconnection agreements, both written and oral, applicable to the states of Indiana, Kansas, Missouri, Nevada, New Jersey, North Carolina, Ohio, South Carolina Tennessee, Texas, Virginia, and Washington (the "Applicable States;

**WHEREAS**, the parties intend this document to be an interim services arrangement pursuant to 47 C.F.R. § 51.715;

Now, therefore, in consideration of the terms and conditions contained herein, Carrier and Sprint hereby mutually agree as follows:

## PART A – DEFINITIONS

### 1. Defined terms

- 1.1. Certain terms used in this Agreement shall have the meanings as otherwise defined throughout this Agreement. Other terms used but not defined herein will have the meanings ascribed to them in the Act or in the Rules and Regulations of the FCC or the Commission. The Parties acknowledge that other terms appear in this Agreement which are not defined or ascribed as stated above. The Parties agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Effective Date of this Agreement.
- 1.2. "Act" means the Communications Act of 1934, as amended, including the Telecommunications Act of 1996.
- 1.3. "Affiliate" is as defined in the Act.
- 1.4. "Ancillary Traffic" means all traffic destined for ancillary services, or that may have special billing requirements, including, but not limited to the following:
  - 1.1.1. 1.4.1. Directory Assistance;
  - 1.1.2. 1.4.2. 911/E911;
  - 1.1.3. 1.4.3. Operator call termination (busy line interrupt and verify); and
  - 1.1.4. 1.4.4. Information services requiring special billing (e.g., 900 and 950).
- 1.5. "Business Day(s)" means the days of the week excluding Saturdays, Sundays, and all United States government legal holidays.
- 1.6. "Central Office Switches" ("COs") are switching facilities within the public switched telecommunications network, including, but not limited to:
  - 1.1.5. 1.6.1. "End Office Switches" ("EOs") are landline switches from which end-user Telephone Exchange Services are directly connected and offered.
  - 1.1.6. 1.6.2. "Tandem Switches" are switches which are used to connect and switch trunk circuits between and among Central Office Switches.
  - 1.1.7. 1.6.3. "Mobile Switching Centers" ("MSCs") are an essential element of the CMRS network which perform the switching for the routing of calls among its mobile subscribers and subscribers in other mobile or landline networks. The MSC also coordinates intercell and intersystem call hand-offs and records all system traffic for analysis and billing.
  - 1.1.8. 1.6.4. "Remote Switches" are switches in landline networks that are away from their host or control office. All or most of the central control equipment for the remote switch is located at the host or control office.
- 1.7. "Collocation" means the right of Carrier to place equipment in Sprint's central offices or other Sprint locations. This equipment may be placed via either a physical or virtual



collocation arrangement. With physical collocation, Carrier obtains dedicated space to place and maintain its equipment. With virtual collocation, Sprint will install and maintain equipment that Carrier provides to Sprint.

1.8. "Commercial Mobile Radio Services" ("CMRS") means a radio communication service as set forth in 47 C.F.R. Section 20.3.

1.9. "Common Transport" is referred to as "Shared Transport" in 47 CFR §51.319(d)(1)(iii) and is defined as "transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC network."

1.10. "Competitive Local Exchange Carrier" ("CLEC") or "Alternative Local Exchange Carrier" ("ALEC") means any entity or person authorized to provide local exchange services in competition with an ILEC.

- 1.11. "Dedicated Transport" is defined in 47 CFR §51.319(d)(1)(i) as "incumbent LEC transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCN levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers."
- 1.12. "End Date" is the date this Agreement terminates as referenced in the opening paragraph.
- 1.13. "Electronic Interfaces" means access to operations support systems consisting of pre-ordering, ordering, provisioning, maintenance and repair and billing functions.
- 1.14. "FCC" means the Federal Communications Commission.
- 1.15. "Incumbent Local Exchange Carrier" ("ILEC") is any local exchange carrier that was, as of February 8, 1996, deemed to be a member of the Exchange Carrier Association as set forth in 47 C.F.R. Section 69.601(b) of the FCC's regulations.
- 1.16. "Indirect Traffic" means traffic which is originated by one Party and terminated to the other Party in which a third-party LEC provides the intermediary transiting service. Indirect traffic does not require a physical direct trunk group between the Parties.
- 1.17. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc. within, between or among networks for the transmission and routing of exchange service and exchange access. The architecture of interconnection may include collocation and/or mid-span meet arrangements.
- 1.18. "Interexchange Carrier" ("IXC") means a provider of interexchange telecommunications services.
- 1.19. "InterMTA Traffic." For purposes of reciprocal compensation under this Agreement, InterMTA Traffic means telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area but terminates in a different Major Trading Area.
- 1.20. "IntraLATA Toll Traffic" means traffic between two locations within one LATA where one of the locations lies outside of the LEC's Commission-approved local calling area.
- 1.21. "Local Traffic" means, for purposes of reciprocal compensation under this Agreement, telecommunications traffic between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA, as defined in 47 C.F.R. 24.202. This shall not affect Sprint's landline calling scope or other interexchange arrangements which shall be determined in accordance with Commission-approved local calling areas. For this purpose, Local Traffic does not include any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Neither Party waives its rights to participate and fully present its respective positions in any proceeding dealing with the compensation for Internet traffic.
- 1.22. "Major Trading Area" ("MTA") refers to the largest FCC-authorized wireless license territory which serves as the definition for local service area for CMRS traffic for purposes of

reciprocal compensation under Section 251(b)(5) as defined in 47 C.F.R. 24.202(a).

- 1.23. "Multiple Exchange Carrier Access Billing" ("MECAB") refers to the document prepared by the Billing Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECAB document contains the recommended guidelines for the billing of access services provided to a customer by two or more telecommunications carriers, or by one telecommunications carrier in two or more states within a single LATA.
- 1.24. "Multiple Exchange Carrier Ordering And Design ("MECOD") Guidelines for Access Services – Industry Support Interface" refers to the document developed by the Ordering/Provisioning Committee of the Alliance for Telecommunications Industry Solutions' (ATIS) Ordering and Billing Forum (OBF). The MECOD document contains the recommended guidelines for processing orders for access service which is to be provided by two or more telecommunications carriers.
- 1.25. "North American Numbering Plan" ("NANP") means the plan for the allocation of unique ten-digit directory numbers consisting of a three-digit area code, a three-digit office code, and a four-digit line number. The plan also extends to format variations, prefixes, and special code applications.
- 1.26. "Numbering Plan Area" ("NPA" – sometimes referred to as an area code) means the three-digit indicator which is designated by the first three digits of each ten-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs." A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA," also known as a "Service Access Code (SAC Code)" is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.
- 1.27. "NXX," "NXX Code," or "Central Office Code," or "CO Code" is the three-digit switch entity indicator which is defined by the fourth, fifth and sixth digits of a ten-digit telephone number within the NANP.
- 1.28. "Ordering And Billing Forum" ("OBF") refers to functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).
- 1.29. "Parity" means, subject to the availability, development and implementation of necessary industry standard Electronic Interfaces, the provision by Sprint of services, Network Elements, functionality or telephone numbering resources under this Agreement to Carrier, including provisioning and repair, at least equal in quality to those offered to Sprint, its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources. Until the implementation of necessary Electronic Interfaces, Sprint shall provide such services, Network Elements, functionality or telephone numbering resources on a non-discriminatory basis to Carrier as it provides to its Affiliates or any other entity that obtains such services, Network Elements, functionality or telephone numbering resources.
- 1.30. "Percent Local Usage" ("PLU") is a calculation which represents the ratio of the local minutes to the sum of local and interMTA minutes between exchange carriers sent over Local

Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of PLU.

- 1.31. "Point Of Interconnection" ("POI") is a mutually agreed upon point of demarcation where the networks of Sprint and Carrier interconnect for the exchange of traffic that is designated by a CLLI (Common Language Location Identifier) code.
- 1.32. "Revenue Accounting Office" ("RAO") means a data center that produces subscriber bills from the host office's automatic message account data.
- 1.33. "Tandem Switching" means the function that establishes a communications path between two switching offices (connecting trunks to trunks) through a third switching office (the tandem switch) including but not limited to CLEC, Sprint, independent telephone companies, and wireless Carriers.
- 1.34. "Tariff" means a filing made at the state or federal level for the provision of a telecommunications service by a telecommunications carrier that provides for the terms, conditions and pricing of that service. Such filing may be required or voluntary and may or may not be specifically approved by the Commission or FCC.
- 1.35. "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.
- 1.36. "Telecommunications Carrier" means any provider of Telecommunications Services as defined in 47 U.S.C. 153, Section 3.
- 1.37. "Telecommunication Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.
- 1.38. "Transit Service" means the delivery of Local or non-Local Traffic by Sprint or Carrier, that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.39. "Transit Traffic" means Local or non-Local traffic that originated on one Party's network, transited through the other Party's network, and terminated to a third party Telecommunications Carrier's network.
- 1.40. "Trunk-Side" refers to a Central Office Switch connection that is capable of, and has been programmed to treat the circuit as, connecting to another switching entity or another central office switch. Trunk-side connections offer those transmission and signaling features appropriate for the connection of switching entities, and cannot be used for the direct connection of ordinary telephone station sets.
- 1.41. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more Central Offices, used for the provision of basic exchange services and access services, are located.

## **PART B – GENERAL TERMS AND CONDITIONS**

### **1. Scope of this Agreement**

- 1.1. This Agreement specifies the rights and obligations of each Party with respect to the establishment of rates, terms and conditions for interconnection with the other's local network under Sections 251 and 252 of the Act ("Interconnection Services"). The Interconnection Services set forth herein address the exchange of traffic between Carrier and Sprint. The Interconnection services covered by this Agreement are for Wireless Interconnection for CMRS carriers only in association with CMRS services. Wireless Interconnection hereunder is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. Such Wireless Interconnection will not be used to terminate other types of traffic exchanged on the network under the terms and conditions of this Agreement.
- 1.2 Other interconnections are covered by separate contract, tariff or price lists. Carrier may also take such other services not covered by this agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-interconnection Services"). The rates, terms and conditions for such Non-interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g., directory assistance, operator services, etc.) will be billed at the standard rates for those services.
- 1.3 Sprint will provide notice of network changes and upgrades in accordance with § 51.325 through 51.335 of Title 47 of the Code of Federal Regulations. Sprint agrees to cooperate with Carrier and/or the appropriate regulatory body in any transition resulting from such changes or upgrades and to minimize the impact to the end-user customers of Carrier. Although the parties recognize the need to change individual points of interconnection in accordance with this paragraph, nothing in this paragraph shall allow Sprint to terminate exchange of traffic arrangements with Cingular.
- 1.4 The services and facilities to be provided to Carrier by Sprint in satisfaction of this Agreement may be provided pursuant to Sprint Tariffs and then current practices on file with the appropriate Commission or FCC but only to the extent that specific terms and conditions governing such services or facilities are not described in the Agreement.

### **2. Regulatory Approvals**

- 2.1. This Interim Service Arrangement may be filed with the applicable state commission, but this document will not be subject to state commission approval as an Interconnection Agreement.
- 2.2. If any legislative, regulatory, judicial or other governmental decision, order, determination or action, or any change in Applicable Law, affects any provision of this Agreement, the rights or obligations of a Party hereunder, or the ability of a Party to perform any provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend in writing this Agreement in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to Applicable Law. Either Party may, at any time, proceed under the Dispute Resolution provisions herein to resolve any dispute concerning revisions to this Agreement due to changes of law.

- 2.3 Notwithstanding any other provision of this Agreement to the contrary, §2.2 hereof shall control. Any rates, terms or conditions thus developed or modified shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date established by the Amended Rules, whether such action was commenced before or after the Effective Date of this Agreement. Should the Parties be unable to reach agreement with respect to the applicability of such order or the resulting appropriate modifications to this Agreement, either party may invoke the Dispute Resolution provisions of this Agreement, it being the intent of the parties that this Agreement shall be brought into conformity with the then current obligations under the Act as determined by the amended rules.
- 2.4 On April 27, 2001, the Federal Communications Commission (FCC) released *Order on Remand and Report and Order*, FCC 01-131, CC Docket No. 96-98, adopted April 18, 2001, relating to intercarrier compensation for telecommunications traffic delivered to Internet service providers. The FCC's decision modifies FCC rules 47 CFR §§51.701(b)(1)-(2), 51.701(a), 51.701(c)-(e), 51.703, 51.705, 51.707, 51.709, 51.711, 51.713, 51.713 and 51.717. The FCC *Order on Remand and Report and Order* is/will be effective 30 days after publication in the Federal Register, except the 251(i) rights as set forth in paragraph 82 of the Order, will be effective upon publication in the Federal Register. The FCC *Order on Remand and Report and Order* affects certain provisions of this Agreement, including some of the rates contained in this Agreement.
- 2.5 The Parties acknowledge that Sprint may under the provisions of Section 89 of the above referenced FCC Order on Remand elect under certain conditions to reduce the termination compensation rates paid by it for calls originated by its subscribers. In the event Sprint makes such an election in the state covered by this Agreement, the rates stated herein will be deemed modified to conform with the FCC Order on Remand.
3. **Term and Termination**
- 3.1. This Agreement will be effective on the date executed by both Parties and will continue in full force and effect until the earlier of: (1) a voluntary agreement has been negotiated, executed and approved by a state commission; (2) an agreement has been arbitrated, executed and approved by a state commission; or (3) the period for requesting arbitration has passed with no such request.
- 3.2. For any Interconnection arrangements covered by this Agreement that may already be in place, the Parties agree that, once this Agreement is deemed effective, the rates contained in Exhibit D shall be applied, from the effective date forward, to those arrangements. To the extent that Sprint is not able to bill the new rates for the pre-existing Interconnection arrangements on the effective date, the Parties agree that, once billing is possible, the rate will be applied to the pre-existing Interconnection arrangements retroactively to the effective date of this Agreement. The Parties agree that interim billing processes, as defined in subsequent sections of this Agreement, will be implemented as needed.
- 3.3. In the event of default, either Party may terminate this Agreement in whole or in part provided that the non-defaulting Party so advises the defaulting Party in writing of the event of the alleged default and the defaulting Party does not remedy the alleged default within 60 days after written notice thereof. Default is defined to include:
- 1.1.9. 3.3.1. Either Party's insolvency or initiation of bankruptcy or receivership

proceedings by or against the Party; or

1.1.10. 3.3.2. Either Party's material breach of any of the terms or conditions hereof, including the failure to make any undisputed payment when due.

3.4. Termination of this Agreement for any cause shall not release either Party from any liability which at the time of termination has already accrued to the other Party or which thereafter may accrue in respect to any act or omission prior to termination or from any obligation which is expressly stated herein to survive termination.

3.5. Notwithstanding the above, should Sprint sell or trade substantially all the assets in an exchange or group of exchanges that Sprint uses to provide Telecommunications Services under this Agreement, then Sprint will no longer be obligated under this Agreement as to the specific assets sold or traded. Sprint will remain obligated under this Agreement as to all assets not sold or traded.

#### **4. Post Termination Interim Service Arrangements**

4.1. In the event that this Agreement expires under §3.3, it is the intent of the Parties to provide in this Section for interim service arrangements between the Parties at the time of expiration so that service to end users will not be interrupted should a new agreement not be consummated prior to the End Date. Therefore, except in the case of termination as a result of either Party's default under §3.5, or for termination upon sale under §3.7, for service made available under this Agreement and existing as of the End Date, the Parties agree that those services shall continue uninterrupted at the request of either Party provided that:

1.1.11. 4.1.1. a new agreement (effective only on a prospective basis) is voluntarily entered into by the Parties; or

4.1.2. service is provided under such standard terms and conditions or tariffs approved by and made generally available by the Commission, if they exist at the time of termination; or

4.1.3. Carrier elects to take service pursuant to the entire terms and conditions of an existing agreement between Sprint and another carrier for the remaining term of that agreement. If neither §4.1.1 nor §4.1.2 are in effect, and Carrier does not designate an agreement under this subsection, Sprint may designate such agreement; or

1.1.12. 4.1.4. Carrier elects to continue to take service under the rates, terms and conditions of this Agreement, subject to termination by either party upon 150 days notice.

#### **5. Audits and Examinations**

5.1. As used herein "Audit" shall mean a comprehensive review of services performed under this Agreement. "Audit" shall not include traffic studies. Either Party (the "Requesting Party") may perform one Audit per 12-month period commencing with the Effective Date.

5.2. Upon 30 days written notice by the Requesting Party to the other "Audited Party," Requesting Party shall have the right through its authorized representative to make an Audit, during normal business hours, of any records, accounts and processes which contain information bearing upon the provision of the services provided and performance standards agreed to under this Agreement. Within the above-described 30-day period, the Parties shall

reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed. Audited Party agrees to provide Audit support, including appropriate access to and use of Audited Party's facilities (e.g., conference rooms, telephones, copying machines).

5.3. Each Party shall bear its own expenses in connection with the conduct of the Audit. The reasonable cost of special data extraction required by the Requesting Party to conduct the Audit will be paid for by the Requesting Party. For purposes of this §5.3, a "special data extraction" shall mean the creation of an output record or informational report (from existing data files) that is not created in the normal course of business. If any program is developed to Requesting Party's specifications and at Requesting Party's expense, Requesting Party shall specify at the time of request whether the program is to be retained by Audited Party for reuse for any subsequent Audit.

5.4. Adjustments, credits or payments shall be made and any corrective action shall commence within 30 days from Requesting Party's receipt of the final audit report to compensate for any errors or omissions which are disclosed by such Audit and are agreed to by the Parties. One and one-half percent (1.5%) or the highest interest rate allowable by law for commercial transactions, whichever is lower, shall be assessed and shall be computed by compounding monthly from the time of the error or omission to the day of payment or credit.

5.5. Neither the right to audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless a statement expressly waiving such right appears in writing, is signed by an authorized representative of the Party having such right and is delivered to the other Party in a manner sanctioned by this Agreement.

5.6. This Section 5 shall survive expiration or termination of this Agreement for a period of two years after expiration or termination of this Agreement.

## **6. Intellectual Property Rights**

6.1. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of Sprint to ensure, at no separate or additional cost to the Carrier, that it has obtained any necessary licenses (in relation to intellectual property of third parties used in Sprint's network) that may be required to enable Carrier to use any facilities or equipment (including software), to receive any service, to perform its respective obligations under this Agreement, or to provide service by Carrier to its end-user customers.

## **7. Limitation of Liability**

7.1. Neither Party shall be responsible to the other for any indirect, special, consequential or punitive damages, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted, or done hereunder (collectively "Consequential Damages"), whether arising in contract or tort, provided that the foregoing shall not limit a Party's obligation under Section 8 to indemnify, defend, and hold the other Party harmless against amounts payable to third parties. Either



Party's liability to the other for direct damages arising out of (1) a material breach of this Agreement, or (2) activities related to or involved in performance under this Agreement (whether such alleged damages in this second category arise in contract or tort, shall not exceed the charge for the affected service(s) during the period in which damages occurred. If that standard is not applicable, such damages shall not exceed the total amount billed under this Agreement (during the calendar year(s) in which the damage occurred) by the damaged Party to the other Party.

## **8. Indemnification**

### **8.1. Carrier shall indemnify and hold Sprint harmless from:**

1.1.13. 8.1.1. All claims and damages arising from Carrier's discontinuance of service to one of Carrier's subscribers because of nonpayment by that subscriber; and

1.1.14. 8.1.2. All claims by Carrier's subscribers arising from Sprint's discontinuance of service to Carrier because of nonpayment by Carrier.

### **8.2. Sprint shall indemnify and hold Carrier harmless from:**

1.1.15. 8.2.1. All claims and damages arising from Sprint's discontinuance of service to one of Sprint's subscribers because of nonpayment by that subscriber; and

1.1.16. 8.2.2. All claims by Sprint's subscribers arising from Carrier's discontinuance of service to Sprint because of nonpayment by Sprint.

8.3 Each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a Third Party arising out of the negligence or willful misconduct ("Fault") of such Indemnifying Party, its agents, its End Users, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.

## **8.4**

### **Indemnification Procedures**

8.4.1 Whenever a claim shall arise for indemnification under this Section, the Indemnified Party shall promptly notify the Indemnifying Party and request in writing the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such claim.

8.4.2 The Indemnifying Party shall have the right to defend against such liability or assertion, in which event the Indemnifying Party shall give written notice to

the Indemnified Party of acceptance of the defense of such claim and the identity of counsel selected by the Indemnifying Party.

- 8.4.3 Until such time as Indemnifying Party provides written notice of acceptance of the defense of such claim, the Indemnified Party shall defend such claim, at the expense of the Indemnifying Party, subject to any right of the Indemnifying Party to seek reimbursement for the costs of such defense in the event that it is determined that Indemnifying Party had no obligation to indemnify the Indemnified Party for such claim.
- 8.4.4 Upon accepting the defense, the Indemnifying Party shall have exclusive right to control and conduct the defense and settlement of any such claims, subject to consultation with the Indemnified Party. So long as the Indemnifying Party is controlling and conducting the defense, the Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement.
- 8.4.5 At any time, an Indemnified Party shall have the right to refuse a compromise or settlement, and, at such refusing Party's cost, to take over such defense; provided that, in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the refusing Party against, any cost or liability in excess of such refused compromise or settlement.
- 8.4.6 With respect to any defense accepted by the Indemnifying Party, the Indemnified Party will be entitled to participate with the Indemnifying Party in such defense if the claim requests equitable relief or other relief that could affect the rights of the Indemnified Party, and shall also be entitled to employ separate counsel for such defense at such Indemnified Party's expense.
- 8.4.7 If the Indemnifying Party does not accept the defense of any indemnified claim as provided above, the Indemnified Party shall have the right to employ counsel for such defense at the expense of the Indemnifying Party.
- 8.4.8 In the event of a failure to assume the defense, the Indemnified Party may negotiate a settlement, which shall be presented to the Indemnifying Party. If the Indemnifying Party refuses to agree to the presented settlement, the Indemnifying Party may take over the defense. If the Indemnifying Party refuses to agree to the presented settlement and refuses to take over the defense, the Indemnifying Party shall be liable for any reasonable cash settlement not involving any admission of liability by the Indemnifying Party, though such settlement may have been made by the Indemnified Party without approval of the Indemnifying Party, it being the Parties' intent that no settlement involving a non-monetary concession by the Indemnifying Party, including an admission of liability by such Party, shall take effect without the written approval of the Indemnifying Party.
- 8.4.9 Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such claim and the

relevant records of each Party shall be available to the other Party with respect to any such defense.

## **9. Confidentiality and Publicity**

- 9.1. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC ("Confidential and/or Proprietary Information").
- 9.2. For a period of three years from receipt of Confidential Information, Recipient shall (1) use it only for the purpose of performing under this Agreement, (2) hold it in confidence and disclose it only to employees or agents who have a need to know it in order to perform under this Agreement, and (3) safeguard it from unauthorized use or Disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information.
- 9.3. Recipient shall have no obligation to safeguard Confidential Information (1) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (2) which becomes publicly known or available through no breach of this Agreement by Recipient, (3) which is rightfully acquired by Recipient free of restrictions on its Disclosure, or (4) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.
- 9.4. Unless otherwise agreed, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or any other publicity matter, except that nothing in this paragraph shall prohibit a Party from engaging in valid comparative advertising. This §9.4 shall confer no rights on a Party to the service marks, trademarks and trade names owned or used in connection with services by the other Party or its Affiliates, except as expressly permitted by the other Party.
- 9.5. Neither Party shall produce, publish, or distribute any press release or other publicity referring to the other Party or its Affiliates, or referring to this Agreement, without the prior written approval of the other Party. Each Party shall obtain the other Party's prior approval before discussing this Agreement in any press or media interviews. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.
- 9.6. Except as otherwise expressly provided in this Section 9, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.
- 9.7. All Proprietary Information shall remain the property of the Disclosing Party, and all documents or other tangible media delivered to the Receiving Party that embody such Proprietary Information shall be either promptly returned to Disclosing Party or destroyed,

except as otherwise may be required from time to time by Applicable Law (in which case the use and disclosure of such Proprietary Information will continue to be subject to this Agreement), upon the earlier of (i) the date on which the Receiving Party's need for it has expired and (ii) the expiration or termination of this Agreement.

9.8 The Parties agree that an impending or existing violation of any provision of this Section would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that Disclosing Party shall be entitled to obtain immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity, including both specific performance and monetary damages. In the event of any breach of this Section 20 for which legal or equitable relief is sought, all reasonable attorney's fees and other reasonable costs associated therewith shall be recoverable by the prevailing Party.

#### **10. Warranties**

10.1. EXCEPT AS SPECIFICALLY PROVIDED ELSEWHERE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, FUNCTIONALITY OR CHARACTERISTICS OF THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR STATEMENT MADE BY EITHER PARTY OR ANY OF ITS AGENTS OR EMPLOYEES, ORAL OR WRITTEN, INCLUDING, BUT NOT LIMITED TO, ANY SPECIFICATIONS, DESCRIPTIONS OR STATEMENTS PROVIDED OR MADE SHALL BE BINDING UPON EITHER PARTY AS A WARRANTY.

#### **11. Assignment and Subcontract**

11.1. If any Affiliate of either Party succeeds to that portion of the business of such Party that is responsible for, or entitled to, any rights, obligations, duties, or other interests under this Agreement, such Affiliate may succeed to those rights, obligations, duties, and interest of such Party under this Agreement. In the event of any such succession hereunder, the successor shall be bound to those obligations and duties which it is succeeding to as a Party to this Agreement. 11.2. Except as herein before provided, and except for an assignment confined solely to moneys due or to become due, any assignment of this Agreement or of the work to be performed, in whole or in part, or of any other interest of a Party hereunder, without the other Party's written consent, which consent shall not be unreasonably withheld or delayed, shall be void. It is expressly agreed that any assignment of moneys shall be void to the extent that it attempts to impose additional obligations other than the payment of such moneys on the other Party or the assignee additional to the payment of such moneys.

#### **12. Governing Law**

12.1. This Agreement shall be governed by and construed in accordance with the Act and the FCC's Rules and Regulations, and other authoritative statements, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of [insert state name], without regard to its conflicts of laws principles, shall govern.

#### **13. Relationship of Parties**

13.1. It is the intention of the Parties that each shall be an independent contractor and nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

#### **14. No Third Party Beneficiaries**

14.1. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other person, and this Agreement shall not provide any person not a Party hereto with any remedy, claim, liability, reimbursement, right of action, or other right in excess of those existing without reference hereto. This shall not be construed to prevent Carrier from providing its Telecommunications Services to other carriers.

**15. Notices**

15.1. Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person, or sent by certified mail, postage prepaid, return receipt requested, on the date the mail is delivered or its delivery attempted.

If to  
Sprint: Director  
Sprint Carrier Markets  
6480 Sprint Parkway,  
Overland Park Kansas  
66251

If to  
Carrier: Cingular Wireless  
5565 Glenridge Connector  
Suite 1616  
Atlanta, Georgia 30342  
Attention: Sr.  
Interconnection Manager

with a  
copy to: General Attorney  
Sprint Carrier Markets  
5454 West 110<sup>th</sup> Street  
Overland Park, Kansas  
66215

with a  
copy to: Cingular Wireless  
5565 Glenridge Connector  
Suite 1700  
Atlanta, Georgia 30342  
Attention: Sr. Counsel -  
Interconnection

15.2. If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section 15.

#### **16. Waivers**

16.1. No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

16.2. No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

16.3. Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

#### **17. Survival**

17.1. Termination of this Agreement, or any part hereof, for any cause shall not release either Party from any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination or from an obligation which is expressly stated in this Agreement to survive termination including but not limited to Sections 5, 6, 7, 8, 9, 10, 11, 21, and 23.

#### **18. Force Majeure**

18.1. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section 18 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Subject to Section 3 hereof, in the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay. In the event of such delay, the delayed Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by Sprint, Sprint agrees to resume performance in a nondiscriminatory manner and not favor its own provision of Telecommunications Services above that of Carrier.

#### **19. Dispute Resolution Procedures**

19.1. If a dispute arises under this Agreement, including disputes relating to any portion of an amount due to a Party, the Disputing Party shall give written notice of the dispute to the other Party. If the Parties are unable to resolve the issues within 30 days after delivery of Notice, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, provided, however, that all reasonable requests for relevant information made by one Party to the other Party shall be honored.

19.2 If the Parties are unable to resolve the dispute within 90 days after the Parties' appointment of designated representatives, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy at law or in equity. The prevailing Party shall be entitled to recover its attorneys' fees and costs.

**20. Cooperation on Fraud**

20.1. The Parties agree that they shall cooperate with one another to investigate, minimize and take corrective action in cases of fraud.

**21. Taxes**

21.1. Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

**22. Amendments and Modifications**

22.1. No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

**23. Severability**

23.1. Subject to Section 2 – Regulatory Approvals, if any part of this Agreement becomes or is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

**24. Headings Not Controlling**

24.1. The headings and numbering of Sections, Parts and Attachments in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.

**25. Entire Agreement**

25.1. This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

**26. Counterparts**

26.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.



## **27. Successors and Assigns**

27.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

## **28. Implementation**

28.1. This Agreement sets forth the overall terms and conditions, and standards of performance for services, processes, and systems capabilities that the Parties will provide to each other. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties may agree to form a team that shall further develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement.

## **PART C – INTERCONNECTION AND RECIPROCAL COMPENSATION**

### **1. Interconnection**

1.1. Carrier shall interconnect with Sprint's facilities as follows for the purpose of routing or terminating traffic as covered under this Agreement:

1.2. Carrier may interconnect its network facilities at any one or more technically feasible Points of Interconnection (collectively referred to as "POI") within Sprint's network. The Parties agree to interconnect at one or more of Sprint's Tandem Switches or to Sprint's End Office Switches. For each LATA in which Carrier wants to establish Direct Interconnection with Sprint, Carrier must establish at least one physical POI in each LATA containing a Sprint wire center with which Carrier and Sprint exchange local traffic, as long as LATAs are required by state or federal regulation.

1.2.1 If third-party-leased facilities are used for interconnection, or if leased facilities are provided under a meet-point arrangement between Sprint and a third-party, the POI will be defined as the Sprint office in which the leased circuit terminates.

1.2.2 If Sprint-provided-leased facilities are used, the POI will be defined as the demarcation between Sprint's facility and Carrier's equipment as long as the end point is within a LATA containing a Sprint wire center.

### **1.3. Interconnection Facilities**

1.1.17. 1.3.1. Interconnection mid-span meet arrangements will be made available to Carrier. Sprint shall construct all such facilities ordered by Carrier, pursuant to tariffed rates and charges or at Sprint standard rates where no such tariff exists. Carrier shall be responsible for that percentage of the tariffed charge equal to the percentage of traffic originated by Carrier on the trunk in question. Percentage of traffic shall be determined by measurement of actual minutes of use, when measurement capability is available. If such capability is not available, the parties agree to use the following ratio: Sprint—75%/Carrier—25%.

### **1.4. Interconnection to Sprint is possible with the following types of interconnection:**

1.1.18. 1.4.1. Type 1 Interconnection. Type 1 interconnection is a trunk connection with line treatment at an end-office or remote switch subtending that end-office that uses trunk-side signaling protocols in conjunction with a feature generically referred to as Trunk With Line Treatment. A Type 1 Interconnection uses multifrequency (MF) address pulsing and supervision only and will provide Carrier access to the NXX codes served by that individual End Office (or remote), the Tandem on which that End Office (or remote) subtends, and other End Offices subtending that Tandem.

1.1.19. 1.4.2. Type 2A Interconnection. A Type 2A Interconnection is a trunk-side connection to a Sprint Tandem Switch that uses either MF or SS7 signaling and supervision. A Type 2A Interconnection provides access to the valid NXX codes with End Offices subtending the Tandem Switch. A

Type 2A Interconnection cannot be used to reach Operator Services, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the Carrier establish its own dedicated NXX.

1.1.20. 1.4.3. Type 2B Interconnection. A Type 2B Interconnection is a trunk-side connection to a Sprint End Office that uses either MF or SS7 signaling and supervision. A Type 2B Interconnection only provides access to the valid NXX codes served by that End Office and Remote Switches subtending that End Office and cannot be used to reach Operator Services, 911/E911, or to carry 800 or 900 traffic. This interconnection type requires that the Carrier establish its own dedicated NXX.

1.1.21. 1.4.4. Type 2C Interconnection. A Type 2C Interconnection is a trunk-side connection to a Sprint 911/E911 tandem office that provides access to the Public Safety Answering Point (PSAP).

1.1.22. 1.4.5. Type 2D Interconnection. A Type 2D Interconnection is a trunk-side connection directly to a Sprint Operator Services System switch that provides access to operator services call processing capabilities.

1.5. If subsequently agreed to by the Parties, interconnection to a Carrier location within an MTA will provide Sprint with access to the Carrier's facilities within that MTA and to other companies which are likewise connected to Carrier within that MTA for local and toll service purposes.

1.6. Where Carrier requires ancillary services (e.g., Directory Assistance, Operator Assistance, 911/E911), separate trunking will be provided at Carrier's expense as required for interconnection and routing to such ancillary services.

1.7. Sprint agrees to provide Carrier with collocation space in its facilities reasonably necessary to accommodate Carrier's terminating, transmission, and concentrating equipment, subject to physical space limitations. Sprint agrees to use its best efforts to provide new collocation arrangements no later than 90 days after Carrier's firm order.

#### 1.8. Establishing a Rate Center

1.1.23. 1.8.1. When Sprint delivers traffic to or receives traffic from Carrier on a Type 2A basis, Carrier may establish a rate center for each NPA/NXX that is located within the serving area of the Tandem Switch to which Carrier is interconnected when the chosen rate center meets the following criteria:

1.1.23.1. 1.8.1.1. it is a Sprint exchange;

1.1.23.2. 1.8.1.2. it is served by the same access Tandem Switch;  
and

1.1.23.3. 1.8.1.3. it is in the same or a different local calling area than the exchange where Carrier's interconnection exists.

1.1.24. 1.8.2. For tandem interconnection, until such time as the assignment of less than whole NPA/NXX codes to each rate center is technically and

economically feasible for a Party, and that Party implements a program for the assignment of less than whole NPA/NXX codes, such Party shall assign whole NPA/NXX codes to each rate center.

1.1.25. 1.8.3. Carrier will also designate a rating point and routing point for each NPA/NXX code assigned for Carrier's use. Carrier shall designate one location for each rate center area as the routing point for the NPA/NXXs assigned for Carrier's use associated with that area, and such routing point shall be within the same LATA as the rate center area but not necessarily within the rate center area itself. Rate center areas may be different for each Party, as appropriate. The routing point associated with each NPA/NXX assigned for Carrier's use need not be the same as the corresponding rate center point, nor must it be located within the corresponding rate center area, nor must there be a unique and separate routing point corresponding to each unique and separate rate center. Notwithstanding the above, the routing point may be in a different LATA than the rating point in circumstances where a routing point is located in the same Tandem Switch serving territory as the rating point.

1.1.26. 1.8.4. Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, and nothing in this Agreement shall be construed to, in any way constrain either Party's choice regarding the size of the local calling area(s) that either Party may establish for traffic originated by its customers, which local calling areas may be larger than, smaller than, or identical to, the other Party's local calling areas.

1.1.27. 1.8.5. For all occasions where Carrier uses numbers from the NPA/NXX blocks to provide fixed (non-mobile) telecommunications services, Carrier will identify in writing to Sprint the physical address of the customers using fixed telecommunications services, if known. In these circumstances, the proper jurisdiction of land-to-mobile traffic and mobile-to-land traffic will then be determined based upon the location of Carrier's and Sprint's respective customers. Applicable standard intrastate originating access charges will apply for calls which traverse a local toll route and terminate to Carrier's or Sprint's customers that utilize fixed telecommunications services.

1.1.28.

1.9. The provisions of this Section shall apply to each Party's interconnection to the other Party's network for the purpose of routing all the types of traffic.

## **2. Exchange of Traffic**

2.1. Where the Parties interconnect, for the purpose of exchanging traffic between networks, the provision of this Article 2 will apply.

2.2. Intentionally left blank. 2.3. When traffic is not segregated according to traffic types and until either Party can determine actual traffic jurisdiction on each land to mobile or mobile to land call, the Parties have agreed to use an InterMTA traffic factor and a percent interstate usage factor ("PIU") to estimate the amount of InterMTA and interstate traffic respectively. The Parties will use a five percent (5 %) InterMTA jurisdictional traffic factor and apply to that 5% interMTA factor a 40 percent interstate usage factor ("PIU") to estimate the amount of InterMTA and interstate traffic respectively in order to properly bill traffic.

- 2.4. The Parties agree to offer and provide to each other B8ZS Extended Superframe Format ("ESF") facilities, where available, capable of voice and data traffic transmission.
- 2.5. Where available, Sprint will provide and implement all defined and industry supported SS7 mandatory parameters as well as procedures in accordance with ANSI standards to support SS7 signaling for call setup for the interconnection trunks. To the extent Sprint provides ANSI optional parameters for its own use, Sprint shall provide the same to Carrier.
- 2.6. In the event SS7 facilities are not available from Sprint, Carrier may, at its option, obtain multifrequency signaling.
- 2.7. Where available, Sprint agrees to provide carrier identification parameter (CIP) within Carrier's SS7 call set-up signaling protocol at no charge.
- 2.8. Sprint shall support intercompany 64 KBPS clear channel where it provides such capability to its end users.
- 2.9. The Parties will cooperate in the exchange of TCAP messages to facilitate full interoperability of SS7-based features between their networks, including all CLASS features and functions, to the extent each Party offers such features and functions to its own end users.
- 2.10. Each Party is responsible for the transport of originating calls from its network to the relevant, mutually agreed upon point of interconnection, and each Party will ensure that its facilities are compatible with the mutually agreed upon transmission and facility specifications.

### **3. Types of Traffic and Services**

- 3.1. The types of traffic to be exchanged pursuant to the terms of this Agreement include: Local Traffic, Transit Traffic, Indirect Traffic and Ancillary Traffic, as defined in Part A of this Agreement.
- 3.2. To the extent network and contractual arrangements exist with all necessary parties throughout the term of this Agreement, Sprint will provide intermediary tandem switching and transport services for Carrier's connection of its end user to a local end user of: (1) CLECs, (2) another incumbent local exchange telecommunications Carrier other than Sprint, (3) IXC's, and (4) other CMRS carriers.
- 3.3. Sprint agrees not to impose restrictions on other traffic types delivered to/from the Point of Interconnection (POI) but reserves the right to require development and reporting of a jurisdictional usage factor indicating local/EAS, intrastate toll (access/toll), interstate access usage and CMRS, if applicable or Carrier's actual usage reporting. Sprint and Carrier reserve the right to measure and audit all traffic to ensure that proper rates are being applied. Carrier agrees to work with Sprint to insure the necessary traffic data required for sampling purposes is available for such audit.

### **4. Compensation**

#### **4.1. Non-Local Traffic**

- 1.1.29. 4.1.1. Compensation for non-Local traffic and 800 traffic originated by a Party and terminated to the other Party shall be based on the applicable access charges in accordance with FCC and Commission Rules and Regulations.

1.1.30. 4.1.2. Toll or Special Access code (e.g., 950, 900) traffic originating from line-side connections between Sprint and Carrier will be routed to the assigned PIC for the line connection or to the appropriate interexchange carrier when 10XXX dialing is used. Carrier is liable to the assigned interexchange provider for any charges occurring from such traffic.

1.1.31. 4.1.3. InterMTA traffic shall be charged by both parties the appropriate rate out of Sprint's tariff or via other appropriate meet-point access arrangements. Where exact transport mileage is not available, an average based on the applicable V and H coordinates will be used.

4.2. Local Traffic. Under this agreement, Sprint is only required to compensate Carrier for terminating Local Traffic. The rates set forth on Exhibit D shall be used.

1.1.32. 4.2.1. Traffic Terminating to Sprint

1.1.32.1. 4.2.1.1. Each rate element utilized in completing a call shall be charged for completion of that call. For example, a call terminating from Carrier over Sprint facilities to a Sprint end office through a Sprint tandem would include charges from Sprint to Carrier for Direct Transport to the tandem, Tandem Switching, Common Transport to the End Office and End Office switching.

1.1.32.2. 4.2.1.2. Rate Elements.

1.1.32.2.1. 4.2.1.2.1. End Office Switching (Termination). The End Office Switching rate will be applied to all minutes of use terminating to a Sprint End Office.

1.1.32.2.2. 4.2.1.2.2. Transport

1.1.32.2.2.1. 4.2.1.2.2.1. Direct Transport rates apply to dedicated transport facilities that Carrier leases from Sprint.

1.1.32.2.2.2. 4.2.1.2.2.2. Common Transport rates apply to Carrier traffic transported between Sprint's End Offices and Sprint's Tandem Switches and between Sprint's End Offices and Remotes subtending those End Offices.

1.1.32.2.3. 4.2.1.2.3. Tandem Switching. The Tandem Switching rate element is charged on every minute of use that is switched by Sprint's Tandem.

1.1.32.2.4. 4.2.1.2.4. Nonrecurring Charges. All new interconnections or additions to existing interconnections between Carrier's connecting facilities or MSCs and Sprint's Central Offices will be subject to all applicable tariff nonrecurring charges.

1.1.33.4.2.2. Traffic Terminating to Carrier

1.1.33.1. 4.2.2.1. Carrier will bill Sprint the same rates as Sprint charges Carrier for Local Traffic terminating on its network.

1.1.33.1.1. 4.2.2.1.1. Tandem Interconnection Charge.  
Once Carrier has measurement capability, Carrier will bill Sprint one rate consisting of the Tandem Switching, End Office Switching, and Common Transport rate elements as reflected in Exhibit D for all traffic terminating to Carrier via a tandem interconnection with Sprint.

1.1.33.1.2. 4.2.2.1.2. End Office Interconnection Charge.  
Once Carrier has measurement capability, Carrier will bill Sprint one rate consisting of the End Office Switching and Common Transport to Remotes rate elements as reflected in Exhibit D for all traffic terminating to Carrier via an end-office interconnection with Sprint.

4.2.2.2 If Carrier lacks measurement capability for either the Tandem Interconnection or End Office Interconnection Charge, Carrier will charge Sprint 53.846% of Sprint's bill for the previous month for all usage and two-way facilities. This billing arrangement assumes that approximately 65% of the total traffic between the Parties is mobile-originated traffic terminated by Sprint.

4.3. Indirect Traffic Terminating to Sprint. Rate elements that may be charged to Carrier are (1) End Office Switching as set forth in Exhibit D, and (2) any applicable Common Transport charges set forth in Exhibit D except where the transiting LEC and Sprint End Office are collocated.

4.4. Indirect Traffic Terminating to Carrier. Rate elements that may be charged to Sprint are (1) End Office Switching as set forth in Exhibit D, and (2) any applicable Common Transport charge as set forth in Exhibit D except where the transiting LEC and Carrier's MSC are collocated.

4.5. Transit Traffic. Carrier shall pay a transit rate, comprised of the Common Transport and Tandem Switching rate elements, as set forth in Exhibit D when Carrier uses a Sprint access tandem to terminate Local Traffic to a third-party LEC or another Carrier. Sprint shall pay Carrier a transit rate equal to the Sprint rate referenced above when Sprint uses a Carrier switch to terminate Local Traffic to a third-party LEC or another carrier. Common Transport charges do not apply to transited traffic if the transiting Party is collocated with the third-party LEC or another carrier to which the traffic is transited.

4.6. Paging Traffic. Sprint will not engage in reciprocal compensation arrangements with Carriers providing paging services until such time as such Carriers have filed with and received approval of relevant cost studies from the pertinent Commissions.

4.7. For direct interconnection, until such time as Sprint has measurement capabilities on a "type of interconnection" basis, Sprint will bill Carrier a state-specific composite rate based on all usage in that state. The composite rate will be developed using the individual rate

elements specified in 4.2.1 preceding and as set forth in Exhibit D of this agreement. An inventory of the Carrier's trunks by type of interconnection is obtained to develop a percentage of each interconnection type. The composite rate is developed by applying the applicable rate elements for each interconnection type to the percentage of the said interconnection type resulting in a weighted average rate. A summation of the weighted average rate of each interconnection trunk type is the resulting statewide average composite rate.

4.8. Either Party may initiate a review, upon reasonable request of the other Party, of network and traffic weightings used in calculating the composite rate, such review to occur no more frequently than quarterly.

4.9. Either Party may request a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive the actual traffic volumes between the Parties, the results of which will be used going forward. The Parties will work together to produce such study. Traffic study results may be revised and used for Carrier's billing to Sprint every six months thereafter at the request of either Party.

4.11. Unless otherwise stated in this Agreement, ancillary service traffic will be exchanged and billed in accordance with whether the traffic is Local/EAS, IntraLATA Toll or Switched Access, if applicable.

#### 4.12. Interconnection Facilities

1.1.34. 4.12.1. To the extent that Carrier does not have the necessary information or capability to bill Sprint based upon actual terminating traffic, Sprint and Carrier will allocate the cost of interconnection facilities based upon a 75% mobile-to-land traffic volume and a 25% land-to-mobile traffic volume (i.e., Carrier will bill Sprint an amount equal to 25% of Sprint's total interconnection facilities billing to Carrier). Carrier may conduct a state-specific traffic study, using a minimum of 60 days of traffic information, in an effort to derive the actual traffic volumes between the Parties, the results of which will be used going forward to allocate the cost of interconnection facilities. Traffic study results may be revised and used for Carrier's billing to Sprint every six months thereafter upon mutual agreement of the Parties and at the request of either Party.

1.1.35. 4.12.2. If Carrier provides 100% of the interconnection facility via lease of meet-point circuits between Sprint and a third party; or lease of third-party facilities or construction of its own facilities; Carrier may charge Sprint for proportionate amount based on relative usage using the lesser of (1) Sprint's dedicated interconnection rate; (2) its own costs if filed and approved by a commission of appropriate jurisdiction; or (3) the actual lease cost of the interconnecting facility.

1.1.36. 4.12.3. Neither Party is obligated under this Agreement to order reciprocal trunks or build facilities in the establishment of interconnection arrangements for the delivery of Internet traffic. The Party serving the Internet service provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such facility.

### 5. Charges and Payment



5.1. In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in Exhibit D subject to the provisions of Part B, Sections 2.2 and 2.3 hereof.

5.2. Subject to the terms of this Agreement, the Parties shall pay invoices within 30 days from the Bill Date. If the payment due date is a Saturday, Sunday or a designated bank holiday, payment shall be made the next business day.

5.3. Billed amounts which are being investigated, queried, or for which claims have been or may be filed, are not due for payment until such investigations, claims, or queries have been resolved in accordance with the provisions governing dispute resolution of this Agreement. Disputed amounts will not be paid into an escrow account. All bill disputes must be raised within 24 months of the date of issuance of the disputed bill. If the billing dispute is finally resolved in favor of the billing Party, late payment charges (pursuant to the immediately following paragraph) shall accrue from the date payment was originally due.

5.4. The Parties will assess late payment charges to each other in accordance with the applicable tariff or, if there is no tariff, the Billing Party will assess a late payment charge equal to the lesser of 1.5% or the maximum rate allowed by law per month of the balance due, until the amount due, including late payment charges, is paid in full.

5.5. Sprint will not accept any new or amended order for Telecommunications Services Interconnection or other related services under the terms of this Agreement from Carrier while any past due, undisputed charges remain unpaid for any service, whether covered by this Agreement or not, and reserves the right to terminate existing services.

## **6. Billing**

6.1. Each Party acknowledges that it is the originating Party's responsibility to enter into transiting arrangements with the third-party LEC providing the transit services. Each Party acknowledges that the transiting Party does not have any responsibility to pay any third-party Telecommunications Carrier charges for termination of any identifiable Transit Traffic from the originating Party. Both Parties reserve the right not to pay such charges on behalf of the originating Party.

6.2. Each terminating Party is responsible for billing the originating company for traffic terminated on its respective networks. For Indirect Traffic, the originating Party will provide the originating billing information to the terminating Party if technically feasible. If the originating Party cannot provide the originating billing information to the terminating Party, then the terminating Party must obtain the originating billing information from the third-party transit company. Any costs incurred by the terminating Party in obtaining the records, and costs incurred in manual billing, will be billed back to the originating Party. It is each Party's responsibility to enter into appropriate contractual arrangements with the third-party transit company in order to obtain the originating billing information from the transit company.

6.3. When a third-party's tandem and/or transit service is used to interconnect the Parties, measurements provided by the third party may be used to determine the traffic volumes between the Parties.

6.4. Sprint and Carrier agree to conform to MECAB and MECOD guidelines for meet-point billing arrangements.

6.5. No discrete development charges shall be imposed on Carrier or Sprint for the

establishment of standard meet-point billing arrangements.

6.6. Intentionally left blank. 6.7. Exchange of Records

1.1.37. 6.7.1. Carrier and Sprint agree to exchange records, as necessary, based upon standards mutually agreed to by the Parties. Carrier and Sprint further agree they will work toward implementing a record exchange process in accordance with industry standards.

1.1.38. 6.7.2. Carrier and Sprint agree that, until industry standards are developed, they will communicate all billing and record format information through non-industry standard processes. Carrier and Sprint further agree to pursue the development of systems to manage these processes in the future. Upon development of industry standards, both Carrier and Sprint agree to work towards implementation of these standards.

6.8. Sprint and Carrier agree to exchange test files to support implementation of billing prior to live bill production. Carrier and Sprint agree to provide a report of actual measured traffic or a PLU report in an agreed-upon format on a quarterly basis unless otherwise mutually agreed arrangements are made.

## **PART D – NETWORK MAINTENANCE AND MANAGEMENT**

### **1. General Requirements**

1.1. The Parties will work cooperatively to install and maintain a reliable network. The Parties will exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, etc.) to achieve this desired reliability.

1.2. Each Party shall provide a 24-hour contact number for network traffic management issues to the other's surveillance management center. A fax number must also be provided to facilitate event notifications for planned mass calling events. The Parties shall agree upon appropriate network traffic management control capabilities.

1.3. Sprint will process Carrier maintenance requests at Parity.

1.4. Notice of Network Event. Each Party has the duty to alert the other to any network events that can result or have resulted in service interruption, blocked calls, or negative changes in network performance. Major failures that will be reported are defined as follows:

1.1.39. 1.4.1. Any cable or electronics outage that affects 50% or more of the in-service lines of a central office or 1,000 access lines, whichever is less with a duration of two minutes or more.

1.1.40. 1.4.2. Toll or EAS isolation of an entire exchange with a duration of two minutes or more.

1.1.41. 1.4.3. Any digital cross connect or fiber optic complete system failure lasting two minutes or more.

1.5. Notice of Network Change. In accordance with Part B, Section 1.4 of this Agreement, the Parties agree to provide each other reasonable notice of network changes. This includes

the information necessary for the transmission and routing of services using each other's facilities or networks, as well as other changes that would affect the interoperability of those facilities and networks. At a minimum, Sprint shall comply with all applicable FCC and Commission notification requirements. Correct LERG data is considered part of this requirement.

1.6. Sprint will ensure that all applicable alarm systems that support Carrier customers are operational and the support databases are accurate. Sprint will respond to Carrier customer alarms at Parity with response to alarms for its own carrier customers.

1.7. Parties shall provide prior notification of any scheduled maintenance activity performed by the Parties that may be service affecting to the other Party.

## **2. Restoration of Service in the Event of Outages**

2.1. Sprint shall perform restoration of services in the event of outages due to equipment failures, human error, fire, natural disaster, acts of God, or similar occurrences at Parity, in accordance with the following priorities. First, restoration priority shall be afforded to those network elements and services affecting its own end users or identified Carrier end users relative to national security or emergency preparedness capabilities and those affecting public safety, health, and welfare, as those elements and services are identified by the appropriate government agencies. Second, restoration priority shall be afforded between Sprint and Carrier in general. Third, should Sprint be providing or performing tandem switching functionality for Carrier, third-level priority restoration should be afforded to any trunk. All service shall be restored as expeditiously as practicable and in a non-discriminatory manner.

2.2. Carrier and Sprint will agree on a process for circuit restoration.

2.3. The Parties will provide each other with a Single Point of Contact, available twenty-four hours per day, seven days a week, for all maintenance and service problem communications.

2.4. The parties will establish an escalation procedure for dealing with maintenance and service problem issues.

2.5. Subject to the provisions of section 2.1 above, the Parties agree that, in cases of service outage or other service problems, Carrier's trunks generally shall receive higher priority than Sprint's end user customers.

## **3. Service Projections**

3.1. Sprint and Carrier will provide a non-binding two-year intercompany forecast for traffic utilization over trunk groups. These forecasts shall be updated semi-annually or at other standard intervals as mutually agreed to by both Parties. The forecast shall include the following information for each trunk group:

1.1.42. 3.1.1. Common Language Location Identifier (CLLI-MSG) codes for tandem and end office locations;

1.1.43. 3.1.2. Two-Six Codes for each trunk group;

1.1.44. 3.1.3. Quantity of trunks in service;

1.1.45. 3.1.4. Share usage and share overflow information. This information will be derived by taking the highest usage of a 20-day period (generally a four-week period, not to include weekends or holidays) from the previous

12 months, or other interval as local conditions warrant and are mutually agreed to by both Parties;

- 1.1.46. 3.1.5. Major network projects that affect the other Party. Major network projects include, but are not limited to, trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the two-year forecast window.

#### **4. Quality of Service**

- 4.1. Interconnection quality of service shall be at Parity with that provided by Sprint for its own services.
- 4.2. A blocking standard of 1% during the average busy hour shall be maintained for all local interconnection facilities.
- 4.3. Carrier and Sprint shall negotiate a process to expedite network augmentations and other orders when initiated by the other Party.
- 4.4. Carrier and Sprint will mutually develop operating statistical process measurements to ensure that a negotiated service quality level is maintained. Such statistics will be exchanged under an agreed upon schedule.

#### **5. Information**

- 5.1. The Parties must provide order confirmation within 24 hours of completion to ensure that all necessary translation work is completed on newly installed facilities or augments.

### **PART E – ACCESS TO TELEPHONE NUMBERS**

#### **1. General Requirements**

- 1.1. It is the responsibility of each Party to program and update its own switches to recognize and route traffic to the other Party's assigned NXX codes. Neither Party shall impose fees or charges on the other Party for required programming and switch updating activities.

**IN WITNESS WHEREOF**, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

**Carrier**

**Sprint**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT D – PRICE LIST

Description	State – IN
<b>SERVICE ORDER</b>	
Manual Service Order	\$29.92
Electronic Service Order	\$4.07
<b>TERMINATING COMPENSATION</b>	
End Office Switching Per Minute of Use	\$0.003220
Tandem Switching Per Minute of Use	\$0.003050
Common Transport per Minute of Use	\$0.001528
Indirect	\$0.004600
<b>TRANSPORT</b>	
Inter-exchange DS1 Dedicated Transport	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule
NRC DS1	\$189.37
NRC DS3	\$200.81
<b>INTERCONNECTION</b>	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$185.11
NRC DS3	ICB
Disconnect Intra-exchange Interconnection DS1	\$37.88
DS1 Electrical X-Connect	\$3.84
DS3 Electrical X-Connect	\$33.62
DS1 Facility Cross Connect	\$1.92
<b>FEATURES</b>	
STP Port	\$215.60
NRC STP Port	\$295.12
STP Switching	\$1.22
911 Tandem Port	\$22.90
NRC 911 Tandem Port	\$156.23

\*The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.

## ATTACHMENT I – PRICE LIST

Description	State – KS
<b>SERVICE ORDER</b>	
Manual Service Order	\$30.26
Electronic Service Order	\$4.11
<b>TERMINATING COMPENSATION</b>	
End Office Switching Per Minute of Use	\$0.007865
Tandem Switching Per Minute of Use	\$0.007955
Common Transport per Minute of Use	\$0.002544
Indirect	\$0.010107
<b>TRANSPORT</b>	
Inter-exchange DS1 Dedicated Transport	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule
NRC DS1	\$184.11
NRC DS3	\$195.46
<b>INTERCONNECTION</b>	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$183.9
NRC DS3	ICB
Disconnect Intra-exchange Interconnection DS1	\$37.23
DS1 Electrical X-Connect	\$2.91
DS3 Electrical X-Connect	\$25.94
DS1 Facility Cross Connect	\$1.46
<b>FEATURES</b>	
STP Port	\$256.64
NRC STP Port	\$290.38
STP Switching	\$0.89
911 Tandem Port	\$22.80
NRC 911 Tandem Port	\$153.17

\*The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.

# ATTACHMENT I – PRICE LIST

Description	State – MO
<b>SERVICE ORDER</b>	
Manual Service Order	\$30.78
Electronic Service Order	\$4.18
<b>TERMINATING COMPENSATION</b>	
End Office Switching Per Minute of Use	\$0.004313
Tandem Switching Per Minute of Use	\$0.004552
Common Transport per Minute of Use	\$0.001070
Indirect	\$0.005216
<b>TRANSPORT</b>	
Inter-exchange DS1 Dedicated Transport	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule
NRC DS1	\$182.62
NRC DS3	\$193.92
<b>INTERCONNECTION</b>	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$180.29
NRC DS3	ICB
Disconnect Intra-exchange Interconnection DS1	\$37.70
DS1 Electrical X-Connect	\$2.72
DS3 Electrical X-Connect	\$24.11
DS1 Facility Cross Connect	\$1.36
<b>FEATURES</b>	
STP Port	\$216.69
NRC STP Port	\$287.82
STP Switching	\$0.8233
911 Tandem Port	\$19.59
NRC 911 Tandem Port	\$150.54

\*The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.



# ATTACHMENT I – PRICE LIST

Description	State - NV
<b>SERVICE ORDER</b>	
Manual Service Order	\$19.61
Electronic Service Order	\$2.67
<b>TERMINATING COMPENSATION</b>	
FCC Opt -In (Effective 6/14/03)	\$0.000700
<b>TRANSIT COMPENSATION</b>	
End Office Switching Per Minute of Use	\$0.002200
Tandem Switching Per Minute of Use	\$0.001300
Common Transport per Minute of Use	\$0.000493
<b>TRANSPORT</b>	
Inter-exchange DS1 Dedicated Transport	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule
NRC DS1	\$221.40
NRC DS3	\$252.55
<b>INTERCONNECTION</b>	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$244.41
NRC DS3	ICB
Disconnect Intra-exchange Interconnection DS1	\$27.04
DS1 Electrical X-Connect	\$2.99
DS3 Electrical X-Connect	\$26.47
DS1 Facility Cross Connect	\$1.50
<b>FEATURES</b>	
STP Port	\$450.00
NRC STP Port	\$289.64
STP Switching	\$0.54
911 Tandem Port	\$10.43
NRC 911 Tandem Port	\$140.81

**\*For CRB billed usage, the Common Transport Remote Factor applies at Henderson, Main 2, North 5**

The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.



## ATTACHMENT I – PRICE LIST

Description	State - NJ
<b>SERVICE ORDER</b>	
Manual Service Order	\$27.83
Electronic Service Order	\$4.27
<b>TERMINATING COMPENSATION</b>	
FCC Opt –In (Effective 6/14/03)	\$0.000700
<b>TRANSIT TRAFFIC</b>	
End Office Switching Per Minute of Use	\$0.004100
Tandem Switching Per Minute of Use	\$0.003800
Common Transport per Minute of Use	\$0.001006
<b>TRANSPORT</b>	
Inter-exchange DS1 Dedicated Transport (state wide average)	\$217.28
Inter-exchange DS3 Dedicated Transport (state wide average)	\$3,586.94
NRC DS1	\$210.70
NRC DS3	\$293.28
<b>INTERCONNECTION</b>	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$202.73
NRC DS3	ICB
Disconnect Intra-exchange Interconnection DS1	\$37.82
DS1 Electrical X-Connect	\$2.74
DS3 Electrical X-Connect	\$24.15
DS1 Facility Cross Connect	\$1.37
<b>FEATURES</b>	
STP Port	\$584.54
NRC STP Port	\$154.63
STP Switching	\$0.43
911 Tandem Port	ICB
NRC 911 Tandem Port	\$166.77

The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.

# ATTACHMENT I – PRICE LIST

Description	State - NC	
	UNITED	CENTEL
<b>SERVICE ORDER</b>		
Manual Service Order	\$24.16	\$24.16
Electronic Service Order	\$4.25	\$4.25
<b>TERMINATING COMPENSATION</b>		
FCC Opt –In (Effective 6/14/03)	\$0.000700	\$0.000700
<b>TRANSIT TRAFFIC</b>		
End Office Switching Per Minute of Use	\$0.003319	\$0.003553
Tandem Switching Per Minute of Use	\$0.001749	\$0.001669
Common Transport per Minute of Use	\$0.001145	\$0.000773
<b>TRANSPORT</b>		
Inter-exchange DS1 Dedicated Transport	\$247.42	\$166.96
Inter-exchange DS3 Dedicated Transport	\$4,779.79	\$3,637.81
NRC DS1	\$205.74	\$215.39
NRC DS3	\$233.82	\$245.29
<b>INTERCONNECTION</b>		
Intra-exchange Interconnection DS1	See rate schedule	See rate schedule
Intra-exchange Interconnection DS3	ICB	ICB
NRC DS1	\$76.15	\$82.71
NRC DS3	ICB	ICB
Disconnect Intra-exchange Interconnection DS1	\$37.62	\$40.50
DS1 Electrical X-Connect	\$2.13	\$2.20
DS3 Electrical X-Connect	\$23.09	\$23.44
DS1 Facility Cross Connect	\$1.07	\$1.10
<b>FEATURES</b>		
STP Port	\$443.74	ICB
NRC STP Port	\$272.00	\$309.27
STP Switching	\$0.45	ICB
911 Tandem Port	\$16.27	\$16.83
NRC 911 Tandem Port	\$142.98	\$145.78

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# ATTACHMENT I - PRICE LIST

Description	State - OH
<b>SERVICE ORDER</b>	
Manual Service Order	\$31.67
Electronic Service Order	\$4.31
<b>TERMINATING COMPENSATION</b>	
End Office Switching Per Minute of Use	\$0.003635
Tandem Switching Per Minute of Use	\$0.003842
Common Transport per Minute of Use	\$0.001160
Indirect	\$0.004643
<b>TRANSPORT</b>	
Inter-exchange DS1 Dedicated Transport	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule
NRC DS1	\$199.89
NRC DS3	\$211.84
<b>INTERCONNECTION</b>	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$191.20
NRC DS3	ICB
Disconnect Intra-exchange Interconnection DS1	\$42.48
DS1 Electrical X-Connect	\$3.75
DS3 Electrical X-Connect	\$32.95
DS1 Facility Cross Connect	\$1.88
<b>FEATURES</b>	
STP Port	\$285.44
NRC STP Port	\$307.65
STP Switching	\$0.51
911 Tandem Port	\$19.10
NRC 911 Tandem Port	\$162.50

The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.

# ATTACHMENT I – PRICE LIST

Description	State - SC
<b>SERVICE ORDER</b>	
Manual Service Order	\$30.01
Electronic Service Order	\$4.08
<b>TERMINATING COMPENSATION</b>	
End Office Switching Per Minute of Use	\$0.004629
Tandem Switching Per Minute of Use	\$0.005625
Common Transport per Minute of Use	\$0.000908
Indirect	\$0.005342
<b>TRANSPORT</b>	
Inter-exchange DS1 Dedicated Transport	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule
NRC DS1	\$199.06
NRC DS3	\$211.06
<b>INTERCONNECTION</b>	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$184.31
NRC DS3	ICB
Disconnect Intra-exchange Interconnection DS1	\$38.36
DS1 Electrical X-Connect	\$3.31
DS3 Electrical X-Connect	\$29.46
DS1 Facility Cross Connect	\$1.20
<b>FEATURES</b>	
STP Port	\$219.04
NRC STP Port	\$307.13
STP Switching	\$1.58
911 Tandem Port	\$21.08
NRC 911 Tandem Port	\$161.39

The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.

# ATTACHMENT I – PRICE LIST

Description	State - TN
<b>SERVICE ORDER</b>	
Manual Service Order	\$31.19
Electronic Service Order	\$4.24
<b>TERMINATING COMPENSATION</b>	
End Office Switching Per Minute of Use	\$0.002817
Tandem Switching Per Minute of Use	\$0.003300
Common Transport per Minute of Use	\$0.000382
Indirect	\$0.003079
<b>TRANSPORT</b>	
Inter-exchange DS1 Dedicated Transport	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule
NRC DS1	\$197.30
NRC DS3	\$208.36
<b>INTERCONNECTION</b>	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$188.65
NRC DS3	ICB
Disconnect Intra-exchange Interconnection DS1	\$38.48
DS1 Electrical X-Connect	\$3.05
DS3 Electrical X-Connect	\$27.09
DS1 Facility Cross Connect	\$1.53
<b>FEATURES</b>	
STP Port	\$230.29
NRC STP Port	\$295.19
STP Switching	\$0.84
911 Tandem Port	\$23.89
NRC 911 Tandem Port	\$160.90

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## ATTACHMENT I – PRICE LIST

Description	State – TX C	State – TX U
<b>SERVICE ORDER</b>		
Manual Service Order	\$31.58	\$31.58
Electronic Service Order	\$4.29	\$4.29
<b>TERMINATING COMPENSATION</b>		
End Office Switching Per Minute of Use	\$0.003282	\$0.002973
Tandem Switching Per Minute of Use	\$0.003287	\$0.002930
Common Transport per Minute of Use	\$0.000751	\$0.002016
Indirect	\$0.003893	\$0.004748
<b>TRANSPORT</b>		
Inter-exchange DS1 Dedicated Transport	See rate schedule	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule	See rate schedule
NRC DS1	\$177.73	\$177.73
NRC DS3	\$190.07	\$190.07
<b>INTERCONNECTION</b>		
Intra-exchange Interconnection DS1	See rate schedule	See rate schedule
Intra-exchange Interconnection DS3	ICB	ICB
NRC DS1	\$178.43	\$178.43
NRC DS3	ICB	ICB
Disconnect Intra-exchange Interconnection DS1	\$36.87	\$36.87
DS1 Electrical X-Connect	\$2.56	\$2.68
DS3 Electrical X-Connect	\$22.69	\$23.75
DS1 Facility Cross Connect	\$1.28	\$1.34
<b>FEATURES</b>		
STP Port	\$270.10	\$305.18
NRC STP Port	\$296.52	\$296.52
STP Switching	\$1.87	\$2.89
911 Tandem Port	\$20.29	\$17.59
NRC 911 Tandem Port	\$146.68	\$146.68

The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.



# ATTACHMENT I – PRICE LIST

Description	State – VA C	State – VA U
<b>SERVICE ORDER</b>		
Manual Service Order	\$30.23	\$29.60
Electronic Service Order	\$4.11	\$4.02
<b>TERMINATING COMPENSATION</b>		
FCC Opt-In (Effective 6/14/03)	\$0.000700	\$0.000700
<b>TRANSIT TRAFFIC</b>		
End Office Switching Per Minute of Use	\$0.003129	\$0.002783
Tandem Switching Per Minute of Use	\$0.003573	\$0.003595
Common Transport per Minute of Use	\$0.001732	\$0.001765
<b>TRANSPORT</b>		
Inter-exchange DS1 Dedicated Transport	See rate schedule	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule	See rate schedule
NRC DS1	\$185.88	\$183.08
NRC DS3	\$197.51	\$193.57
<b>INTERCONNECTION</b>		
Intra-exchange Interconnection DS1	See rate schedule	See rate schedule
Intra-exchange Interconnection DS3	ICB	ICB
NRC DS1	\$180.44	\$171.28
NRC DS3	ICB	ICB
Disconnect Intra-exchange Interconnection DS1	\$36.76	\$34.13
DS1 Electrical X-Connect	\$3.05	\$3.05
DS3 Electrical X-Connect	\$27.09	\$27.09
DS1 Facility Cross Connect	\$1.53	\$1.53
<b>FEATURES</b>		
STP Port	\$242.70	\$169.07
NRC STP Port	\$295.51	\$280.14
STP Switching	\$0.21	\$2.29
911 Tandem Port	\$22.30	\$19.12
NRC 911 Tandem Port	\$154.35	\$152.70

The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.

## ATTACHMENT I – PRICE LIST

Description	State - WA
<b>SERVICE ORDER</b>	
Manual Service Order	\$31.29
Electronic Service Order	\$4.25
<b>TERMINATING COMPENSATION</b>	
End Office Switching Per Minute of Use	\$0.004957
Tandem Switching Per Minute of Use	\$0.004635
Common Transport per Minute of Use	\$0.000626
Indirect	\$0.005514
<b>TRANSPORT</b>	
Inter-exchange DS1 Dedicated Transport	See rate schedule
Inter-exchange DS3 Dedicated Transport	See rate schedule
NRC DS1	\$194.60
NRC DS3	\$206.85
<b>INTERCONNECTION</b>	
Intra-exchange Interconnection DS1	See rate schedule
Intra-exchange Interconnection DS3	ICB
NRC DS1	\$197.66
NRC DS3	ICB
Disconnect Intra-exchange Interconnection DS1	\$41.96
DS1 Electrical X-Connect	\$2.36
DS3 Electrical X-Connect	\$21.20
DS1 Facility Cross Connect	\$1.18
<b>FEATURES</b>	
STP Port	ICB
NRC STP Port	\$305.96
STP Switching	ICB
911 Tandem Port & NRC 911 Tandem Port	See Operator Assistance Note

The prices in this table are for Interconnection Services as described in this Agreement. Carrier may also take such other services not covered by this Agreement as the Parties may agree either pursuant to applicable state tariffs or separate agreement ("Non-Interconnection Services"). The rates, terms and conditions for such Non-Interconnection Services shall be as designated in the applicable tariff or separate agreement. Any incidental services (e.g. Directory assistance, operator services, etc.) will be billed at the standard rates for those services.



